Partner Property Management Agreement
Version 4.2_062015

This Agreement made on 21st February 2017 ("Commencement Date")

Between

CLASS ONE SL (Reg. no B15173172) trading as GRUPO CLASS ONE
of Rafael Alberti 6 15172, Perillo

("Channel Partner")

and

SITEMINDER DISTRIBUTION LIMITED (Company No. 07242801) trading as SITEMINDER
of Waterfront, Hammersmith Embankment, Manbre Road, London W6 9RU

("Supplier")

This Agreement is valid for 30 days from the aforementioned Commencement Date. If the Integration Partner does not sign the Agreement within this period, the Agreement is no longer valid and a new Agreement will need to be reissued.

IT IS AGREED:

DEFINITIONS

Accommodation Providers means any business that provides accommodation, (whether 2 Star, 2.5 Star, 3 Star, 3.5 Star, 4 Star, 4.5 Star, 5 Star, 5+ Star, Backpackers, Serviced Apartments or any other form of accommodation) to those willing to pay a nightly rate for the service.

Agreement means this document, its schedules and annexures.

Authorised Representative means for each Party, the following individuals:

    A. Integration Partner: Javier Sabariz, Manager
    B. Supplier: Dai Williams, Managing Director EMEA

Commencement Date means the last date of execution of this agreement by both Parties.

Confidential Information means information disclosed by (or obtained from), one Party (**Discloser**) to (or by) the other Party (**Recipient**) that:

    A. is by its nature confidential;
    B. is designated by the Discloser as confidential; or
    C. the Recipient knows or ought reasonably to know is confidential, and includes:
    D. information comprised in or relating to any Intellectual Property Rights of the Discloser;
    E. information relating to the business, affairs or financial position of the Discloser including information relating to the assets or liabilities of the Discloser and any other matter that does or may affect the financial position or reputation of the Discloser;
    F. information relating to the internal management and structure of the Discloser, or the personnel,

policies and strategies of the Discloser;

    G. information of the Discloser to which the Recipient has access that has any actual or potential commercial value to the Discloser or to the person or corporation which supplied that information;

    H. any information which may have come to a Party's knowledge in the course of negotiations or otherwise (including after the date of this Agreement) concerning the operations, dealings, transactions, contracts, Intellectual Property Rights, commercial or financial arrangements or affairs of any other Party which the other Party has identified as confidential or which the first identified Party ought reasonably know should be treated as confidential; and

    I. information relating to the employees, contractors, customers or suppliers of the Discloser, and like information, including any personal or sensitive information of individuals,

but does not include any such information that is in the public domain other than through a breach of an obligation of confidentiality.

Force Majeure Event means an act of God, national emergency, insurrection, riot, war, industrial action, unavailability of or delay in telecommunications or third party services, failure of third party software or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of Services.

Insolvency Event means any of the following:

    A. a person is or states that the person is unable to pay from the person's own money all the person's debts as and when they become due and payable;

    B. a person is taken or must be presumed to be insolvent or unable to pay the person's debts under any applicable legislation;

    C. an application or order is made for the winding up or dissolution or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution of a corporation;

    D. an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of any relevant jurisdiction is appointed in respect of a corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within seven days;

    E. a controller is appointed in respect of any property of a corporation;

    F. a corporation is deregistered under the *Corporations Act 2001* (Cth) or notice of its proposed deregistration is given to the corporation;

    G. a distress, attachment or execution is levied or becomes enforceable against any property of a person;

    H. a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person's creditors or members or a moratorium involving any of them;

    I. a petition for the making of a sequestration order against the estate of a person is presented and the petition is not stayed, withdrawn or dismissed within seven days or a person presents a petition against himself or herself;

    J. a person presents a declaration of intention under section 54A of the *Bankruptcy Act 1966* (Cth); or

    K. anything analogous to or of a similar effect to anything described above under the law of any relevant jurisdiction occurs in respect of a person.

Intellectual Property Rights includes all intellectual property rights, including:

    A. existing and future copyright;

    B. rights in designs, patents, semiconductors and circuit layouts;

    C. rights in trademarks and in business and company names; and

    D. all rights in any applications for or registrations of the rights described in **paragraphs (a)** to **(c)** above,

whether registered or unregistered and existing in Australia or elsewhere in the world and whether created before or after the date of this Agreement.

Integration Partner's Database - This is the data being held by the Integration Partner that lets them manage the Accommodation Provider's room's rates, availability and reservations.

Integration Partner System - This is the software that permits an Accommodation Provider to manage their room's rates, availability and reservations. It uses the Integration Partner's Database to maintain records necessary for this purpose.

Laws means all laws including rules of common law and equity, statutes, regulations, determinations, by-laws, ministerial directions, subordinate legislation, ordinances, mandatory codes, standards and guidelines, writs, orders, injunctions and judgements and any government agency requirement or authorisation (including conditions in respect of any authorisation).

Parties means the Integration Partner and the Supplier, and **Party** means either one of them as the context dictates.

Personal Information means information or an opinion (including where forming part of a database), whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion, regardless of whether such information or opinion is provided by the Integration Partner or a Third Party, or generated by the Supplier.

Privacy Laws means the Laws relating to the protection of Personal Information.

Welcome Pack; Is a pack that is sent to the Integration Partner after signing this contract and contains information necessary for the Integration Partner's technical team to build to the Supplier's pmsXchange 2.0 API.

XML Interface (*XUI*); is a Java and XML framework for building rich client, desktop and mobile applications.

pmsXchange 2.0 API; is a software development kit which the Integration Partner can use to build an interface between the suppliers system and the Integration Partner's database.

1. **TERM**

    I.   This Agreement commences on the Commencement Date and shall continue until such time as this Agreement is terminated pursuant to clause 5.

2. **ENGAGEMENT**

    I.   The parties agree to maintain a web services interface to each other for the purposes of allowing Accommodation Providers to load availability and pricing information into the Supplier Database from the Integration Partner system and to deliver reservations from the Supplier via XML to the Integration Partner's system.

II. The Supplier reserves the right to restrict usage of the interface by individual Accommodation Providers for any reason that the Supplier chooses.

III. The Supplier reserves the right to charge the Accommodation Provider at its discretion, for usage of the interface.

3. OBLIGATIONS

I. The Supplier must:

    i. Maintain a reliable and highly available web services interface with which the Integration Partner can connect. The Supplier must ensure that this web services interface is available more than 99.5% of the time in any given calendar month.

    ii. Ensure that the Integration Partner receives a minimum of 60 days written notice of any changes to the pmsXchange 2.0 API that affects the exchange of information with the Integration Partner's systems in any way.

II. The Integration Partner must:

    i. Agree to build the connection as per the pmsXchange Specifications which can be found at:

    https://siteminder.atlassian.net/wiki/display/PMSXCHANGEV2/Getting+Started

    Failure to build to or be compatible with the above specifications may result in the Supplier terminating the agreement.

    ii. Build within 60 working days of receiving the Supplier's "Welcome Pack" to the Supplier's pmsXchange 2.0 API.

    iii. Ensure that the Integration Partner's XML interface with the Supplier is reliable and available more than 99.5% of the time in any given calendar month.

    iv. Ensure that reservation polling of the Supplier system, via the XML interface, occurs at least once every 5 minutes except where the Supplier system interface is unavailable.

    v. Notwithstanding that an Accommodation Provider is responsible for determining what availability, rates and restrictions is made available to the Integration Partner, ensure that the Supplier Database has up to date access to the Integration Partner's information;

4. WARRANTIES

I. The Integration Partner:

    i. Warrants that it is the owner of and holds all proprietary interest in the Intellectual Property Rights subsisting in the Integration Partner Database;

    ii. Warrants that the Integration Partner Database does not infringe the Intellectual Property Rights of any third party;

II. Except as expressly provided in this Agreement or by law, the Integration Partner makes no further warranty of any kind whether express or implied.

III. The Supplier:

  i. Warrants that it has full capacity to enter into this Agreement; and

  ii. Warrants that it holds the Intellectual Property Rights in the Supplier's System and that it does not infringe the Intellectual Property Rights of any third party.

IV. Except as expressly provided in this Agreement or by law, the Supplier makes no further warranty of any kind, whether express or implied.

5. TERMINATION

I. Either Party reserves the right to terminate the Agreement immediately by providing written notice if:

  i. The other Party commits a material breach of any of the terms of this Agreement which is not capable of remedy within thirty (30) days of written notice of such breach;

  OR

  ii. The other Party becomes, threatens or is in jeopardy of suffering an Insolvency Event;

II. Either party reserves the right to terminate this Agreement with 90 days written notice for any reason whatsoever.

III. Upon termination or expiry of this Agreement, a Party must cease using or supplying any Intellectual Property of the other Party and shall return any Confidential Information or Intellectual Property it has obtained from the other Party during the Term of the Agreement.

IV. Termination of the Agreement does not affect any accrued rights or remedies a Party may have.

V. In the event of termination for an Insolvency Event, either Party may:

  i. subject to **clause 5.V.ii**, be discharged from any further obligation under the Agreement; and

  ii. pursue any additional or alternative remedies provided by law.

VI. In addition to this **clause 5** and except as otherwise provided for in this Agreement, the following clauses shall survive termination of this Agreement:

  i. clause 7 – Intellectual Property Rights;

  ii. clause 8 – Privacy;

  iii. clause 9– Confidentiality; and

  iv. clause 16 – Governing Law.

6. INDEMNITY

I. Neither Party shall be liable to the other party for:

   i. except for a party's indemnity or confidentiality obligations, any indirect, special or consequential loss or damage; or

   ii. any loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill as a result of data input by the Accommodation Providers into the Supplier's System.

   iii. delays in synchronisation between the Integration Partner and the supplier;

   iv. malfunction or disruption to the connectivity between the Supplier or the Integration Partner's system;

   v. except for a party's indemnity or confidentiality obligations, any direct damages exceeding USD $1000.

7. INTELLECTUAL PROPERTY RIGHTS

I. The Parties acknowledge and agree that, aside from a limited, temporary (during the term of this Agreement) license to use the other party's Intellectual Property solely for the purpose of fulfilling this Agreement, no rights or interests in their Intellectual Property Rights are granted to the other Party under this Agreement.

II. Both parties will at all times defend the other Party, its officers and employees from and against any third party claim arising out of or in connection with:

   i. any claim made against either Party by a third party arising out of the breach, negligent performance or non-performance of this Agreement by either Party;

   ii. any claim made against the other Party by a third party for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use of the other party's Intellectual Property in accordance with the terms and conditions of this Agreement. This indemnity shall not cover a party to the extent that a claim under it results from said party's negligence or wilful misconduct.

III. If any third party makes a claim, or notifies an intention to make a claim, against a party which may reasonably be considered likely to give rise to a liability under this indemnity (a **Claim**) that party shall:

   i. as soon as reasonably practicable, give written notice of the Claim to the other party, specifying the nature of the Claim in reasonable detail;

   ii. not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the other party (such consent not to be unreasonably conditioned, withheld or delayed);

   iii. give reasonable assistance to the other party for the purpose of assessing the Claim.

IV. Nothing in this clause shall restrict or limit the party to be indemnified's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give a rise to a claim under this indemnity.

V. The Integration Partner acknowledges and agrees that the Supplier owns and retains all

the Intellectual Property Rights in the Supplier's System. The Integration Partner shall not cause or permit anything which may endanger the Supplier's Intellectual Property Rights or the Suppliers title to it. The Supplier acknowledges and agrees that Integration Partner owns and retains all the Intellectual Property Rights in the Integration Partner Database. The Supplier shall not cause or permit anything which may endanger the Integration Partner's Intellectual Property Rights or the Integration Partner's title to it.

VI. Each Party agrees to notify the other Party immediately of any suspected infringement of their Intellectual Property Rights by a third party.

8. PRIVACY

I. Each Party must comply with:

    i. all applicable Privacy Laws; and

    ii. any reasonable directions of the other Party in relation to the handling of Personal Information held by the other Party, including without limitation the privacy policies of the other Party.

II. If a Party to this Agreement becomes aware of a breach or possible breach of any of its obligations under this **clause 8**, it must immediately notify the other Party.

III. Each Party must ensure that any employee of that Party who is required to deal with Personal Information for the purposes of this Agreement is made aware of the obligations set out in this **clause 8.**

9. CONFIDENTIALITY

I. This Agreement and all matters and things connected with and related to this Agreement and its performance are confidential. A Party may not disclose the contents or terms of this Agreement or any information or documents received by it in connection with the negotiation of this Agreement, or pursuant to the provisions of this Agreement, without the prior consent of the other Party, except to the extent that:

    i. disclosure is permitted by the express terms of this Agreement.

    ii. the information is available to the public generally (except as a result of a previous breach of use).

    iii. that Party is required to make the disclosure by law;

    iv. the disclosure is made on a confidential basis to the representatives of that Party or the professional advisers to this Agreement for the purpose of obtaining professional advice;

    v. the information was available to the non-disclosing Party on a non-confidential basis prior to its disclosure under this Agreement;

    vi. it is independently developed by the non-disclosing Party without a violation of this **clause 9.**

II. If this Agreement is terminated, each Party must return, and ensure that any person who receives the Confidential Information by the Party's authority returns, the

Confidential Information (in any form in which it is held) to the person who provided the information. The obligations imposed by this clause survive termination of this Agreement for a period of up to 5 years.

III. Each Party must treat the existence and terms of this Agreement confidentially and no announcement or communication relating to the negotiations of the Parties or the existence, subject matter or terms of this Agreement may be made or authorised by a Party unless the other Party has first given their written approval.

10. FORCE MAJEURE

I. The Parties shall not be liable for:

    i. any delay in providing or implementing the XML Interface;

    ii. any delay in correcting any fault in the access to the Integration Partner's Database; or

    iii. any other delay or default in performance under this Agreement if it is caused by any event reasonably beyond the Integration Partner's or the Supplier's control, including but not limited to a Force Majeure Event.

11. SETUP & CERTIFICATION

I. pmsXchange 2.0 API Setup & Certification

    i. The Integration Partner will have 60 working days to build a connection to the Supplier's API specification (pmsXchange 2.0) and be certified by the Supplier's technical staff. This time period will commence after receiving the Supplier's "Welcome Pack" and approval by the Supplier to begin building to the specification. If the Integration Partner does not complete building and certification in this time, the Supplier reserves the right to terminate this agreement in accordance with Clause 5.I - Termination.

12. PUBLICITY

I. Marketing Terms

    i. The Integration Partner and the Supplier should reasonably agree to circulate a media release to the travel industry to be jointly issued by both Parties upon go-live of the first pilot hotel.

13. NOTICES

I. A notice, demand, certification, process or other communication relating to this Agreement must be in writing in English and may be given by an agent of the sender.

II. In addition to any other lawful means, a communication may be given by being:

    i. personally delivered;
    ii. left at the Party's current delivery address for notices;
    iii. sent to the Party's current postal address for notices by pre-paid ordinary mail or;
    iv. if the address is outside Australia, by pre-paid airmail; or
    v. sent by fax to the Party's current fax number for notices.

III. The particulars for delivery of notices are:

Supplier :

Postal address:	SiteMinder Distribution Limited, t/a SiteMinder
	Waterfront, Hammersmith Embankment, Manbre Road,
	London W6 9RU
	United Kingdom
Attention:	Dai Williams

Channel Partner :

Postal address:	Class One Sl t/a grupo Class One
	Rafael Alberti 6 15172, Perillo
	Spain
Attention:	Javier Sabariz

IV. Each Party may change its particulars for delivery of notices by notice to each other Party.

I. Subject to **clauses 13.II and 13.III**, a communication is given if posted:

  i. within **Europe** to an European postal address, three Business Days after posting; or

  ii. outside of **Europe** to a European postal address or within Europe to an address outside of Europe, ten Business Days after posting.

V. Subject to **clauses 13.II and 13.III**, a communication is given if sent by fax, when the sender's fax machine produces a report that the fax was sent in full to the addressee. That report is conclusive evidence that the addressee received the fax in full at the time indicated on that report.

VI. If a communication is given either:

  i. after 5.00 pm in the place of receipt; or

  ii. on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt,

  iii. it is taken as having been given at 9.00 am on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

VII. Any process or other document relating to litigation, administrative or arbitral proceedings relating to this Agreement may be served by any method contemplated by this **clause 13** or in accordance with any applicable Law.

14. SEVERANCE

Should any part of this Agreement be or become invalid, that part shall be severed from this Agreement. That part shall not affect the validity of the remaining provisions of this Agreement.

15. VARIATIONS

This Agreement may be varied only in writing signed by the duly Authorised Representative of both Parties.

16. GOVERNING LAW

This Agreement is governed by the laws in force in England and Wales and the Parties submit to the exclusive jurisdiction of the Courts of England (and any Courts with appellate jurisdiction from those Courts) in relation to any disputes concerning this Agreement.

17. ENTIRE AGREEMENT

This Agreement, together with its exhibits and schedules, is the entire agreement of the Parties on the subject matter.

Executed as an agreement:

Executed by **CLASS ONE SL (Reg. no B15173172)
trading as GRUPO CLASS ONE**

_____
Director/Authorised Officer Signature

Javier Sabariz
_____
Director/Authorised Officer Name

Executed by **SITEMINDER DISTRIBUTION LIMITED (Company No. 07242801)
trading as SITEMINDER**

_____
Director/Authorised Officer Signature

Dai Williams
_____
Director/Authorised Officer Name